

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : Chapter 13  
:   
Robin Lynn Busby, :   
: NO. 20-10520-amc

**ORDER**

AND NOW, this        day of \_\_\_\_\_ 202\_\_, upon consideration of the Debtor(s) Objection to the Proof of Claim of Ally Financial, any response thereto, and a hearing on the matter, it is hereby ORDERED AND DECREED that the Debtor's Objection to the Proof of Claim of Ally Financial, is SUSTAINED.

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**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : Chapter 13  
:   
Robin Lynn Busby, :   
: NO. 20-10520-amc

**OBJECTION TO PROOF OF CLAIM**

AND NOW, this 20<sup>th</sup> day of November, 2020, Debtor hereby objects to the Proof of Claim filed on behalf of Ally Financial at Claim #2.

1. The Debtor objects to the ENTIRE PROOF OF CLAIM, as it is untimely when filed on 2/21/20. See [42 Pa CSA 5525\(a\) 4 year limitation](#)
2. The Debtor objects to the Proof of Claim as it indicates the debt was in default as of 1/15/2016.
3. The Debtor objects to the Proof of Claim to the extent that debtor has no obligation on this debt. Supporting Documents do not indicate Debtors name or signature.
4. To the extent the claim seeks a deficiency – the Creditor failed to comply with state law to seek a deficiency. See [12 PA CSA 6261](#).

WHEREFORE, Debtor(s) ask(s) this Honorable Court to deny the claims of Ally Financial.

/S/ Paul A.R. Stewart, Esquire  
Legal Helm, LLC  
Paul A.R. Stewart, Esquire  
Attorney for Debtor  
333 East Lancaster Avenue  
Suite 140  
Wynnewood, Pennsylvania  
19096  
(610) 864-5600  
[pstewart@helmllegalservices.com](mailto:pstewart@helmllegalservices.com)

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : Chapter 13  
:   
Robin Lynn Busby, :   
: NO. 20-10520-amc

**DEBTOR'S REQUEST FOR PRODUCTIONS OF DOCUMENTS**

Debtor through counsel request production of the following documents:

1. Copy of all relevant lease documents
2. A complete itemized accounting of all fees assessed on account.
3. A complete payment history, repossession history and post sale documentation.
4. All written notices to debtor indicating repossession or sale of asset.

/S/ Paul A.R. Stewart, Esquire  
Legal Helm, LLC  
Paul A.R. Stewart, Esquire  
Attorney for Debtor  
333 East Lancaster Avenue  
Suite 140  
Wynnewood, Pennsylvania  
19096  
(610) 864-5600  
[pstewart@helmlegalservices.com](mailto:pstewart@helmlegalservices.com)

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	Chapter 13
	:	
Robin Lynn Busby,	:	
	:	NO. 20-10520-amc

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing Objection to Proof of Claim was served on November 20, 2020 by means of the Court's CM/ECF system or via first class mail, postage prepaid, upon the following:

**Heather Lockman, Bankruptcy Coordinator**

Ally Servicing, LLC  
4000 Lexington Avenue, N.  
Suite 100  
Shoreview, MN 55126

**United States Trustee**

833 Chestnut Street, Suite 500  
Philadelphia, PA 19107

**William C. Miller, Esquire (Trustee)**

Chapter 13 Trustee  
111 S. Independence Mall, Suite 583  
Philadelphia, PA 19106  
and  
1234 MARKET STREET, SUITE 1813  
PHILADELPHIA, PA 19107

/S/ Paul A.R. Stewart, Esquire  
Legal Helm, LLC  
Paul A.R. Stewart, Esquire  
Attorney for Debtor

**Fill in this information to identify the case:**

Debtor 1	Robin Busby
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	Eastern District of Pennsylvania
Case number:	20-10520

FILED  
 U.S. Bankruptcy Court  
 Eastern District of Pennsylvania  
 2/21/2020  
 Timothy B. McGrath, Clerk

**Official Form 410**  
**Proof of Claim**  
 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

<b>Part 1: Identify the Claim</b>		
<b>1. Who is the current creditor?</b>	Ally Financial Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b> Ally Financial Name PO Box 130424 Roseville, MN 55113-0004 Contact phone 800-495-1578 Contact email n/a Uniform claim identifier for electronic payments in chapter 13 (if you use one):	<b>Where should payments to the creditor be sent? (if different)</b> PAYMENT PROCESSING CENTER Name P.O. Box 78369 Phoenix, AZ 85062-8369 Contact phone 800-495-1578 Contact email n/a
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2072</u>
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"> <span>\$ <u>6848.60</u></span> <div style="text-align: right;"> <b>Does this amount include interest or other charges?</b>  <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).         </div> </div>
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).          Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p><u>Lease – End Balance (See Attached)</u></p>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 20px;"> <b>Nature of property:</b>  <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____         </div> <div style="margin-left: 20px; margin-top: 10px;"> <b>Basis for perfection:</b> _____         </div> <p style="margin-left: 20px;">Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <div style="margin-left: 20px; margin-top: 10px;"> <b>Value of property:</b> \$ _____  <b>Amount of the claim that is secured:</b> \$ _____  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)         </div> <div style="margin-left: 20px; margin-top: 10px;"> <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ %  <input type="checkbox"/> Fixed  <input type="checkbox"/> Variable         </div>
<b>10. Is this claim based on a lease?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ <u>6848.60</u>
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 2/21/2020  
 MM / DD / YYYY

/s/ /s/ Heather Lockman

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>/s/ Heather Lockman</u>		
	First name	Middle name	Last name
Title	<u>Bankruptcy Coordinator</u>		
Company	<u>Ally Servicing LLC</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer <u>4000 Lexington Ave. N. Suite 100</u> Number Street <u>Shoreview, MN 55126</u> City State ZIP Code		
Contact phone	<u>800-495-1578</u>	Email	<u>n/a</u>

**Fill in this information to identify the case:**

Debtor 1 Robin Lynn Busby

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania (State)

Case number 20-10520

**Official Form 410**  
**Proof of Claim**

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled on privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b> <u>Ally Financial</u> Name of the creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____				
<b>2. Has this claim been acquired from someone else?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____				
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="0"> <tr> <td colspan="2"> <b>Where should notices to the creditor be sent?</b>   <u>Ally Financial</u>                      Name  <u>PO Box 130424</u>                      Number Street  <u>Roseville</u> <u>MN</u> <u>55113-0004</u>                      City State Zip Code                      Contact phone <u>800-495-1578</u>                      Contact email <u>N/A</u>                      Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____                 </td> <td> <b>Where should payments to the creditor be sent? (if different)</b>   <u>Payment Processing Center</u>                      Name  <u>P.O. Box 78369</u>                      Number Street  <u>Phoenix</u> <u>AZ</u> <u>85062-8369</u>                      City State Zip Code                      Contact phone <u>800-495-1578</u>                      Contact email <u>N/A</u> </td> </tr> </table>	<b>Where should notices to the creditor be sent?</b>  <u>Ally Financial</u> Name <u>PO Box 130424</u> Number Street <u>Roseville</u> <u>MN</u> <u>55113-0004</u> City State Zip Code Contact phone <u>800-495-1578</u> Contact email <u>N/A</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		<b>Where should payments to the creditor be sent? (if different)</b>  <u>Payment Processing Center</u> Name <u>P.O. Box 78369</u> Number Street <u>Phoenix</u> <u>AZ</u> <u>85062-8369</u> City State Zip Code Contact phone <u>800-495-1578</u> Contact email <u>N/A</u>
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<b>4. Does this claim amend one already filed?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on <u>MM / DD / YYYY</u>				
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____				

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2072</u>
7. How much is the claim? <u>\$6,848.60 *</u> <small>* Claimant reserves right to amend its claim, including but not limited to, the right to amend for an unsecured deficiency.</small>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Lease - End Balance (See Attached)</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of the property:</b> \$ _____  <b>Amount of the claim that is secured:</b> \$ _____  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) ____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is the claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. <u>\$6,848.60</u>
11. Is the claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- ☒ No  
☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- ☐ Up to \$3,025.00\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- ☐ Wages, salaries, or commissions (up to \$13,650.00\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/2022 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/21/2020  
MM/DD/YYYY

/s/ Heather Lockman  
Signature

Print the name of the person who is completing and signing this claim:

Name Heather Lockman  
First name Middle name Last name

Title Bankruptcy Coordinator

Company Ally Servicing LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 4000 Lexington Ave. N. Suite 100  
Number Street

Shoreview MN 55126  
City State Zip Code

Contact phone 800-495-1578 Email N/A

I, the undersigned, declare as follows:

I am over the age of 18 years and not party to this action. My business address is PO Box 130424, Roseville, MN 55113.

I am readily familiar with the business practices of my employer for the collection and processing of documents and correspondence for mailing with the United States Postal Service and those correspondence and documents are deposited with the United States Postal Service that same day, or within one business day, in the ordinary course of business.

On February 21, 2020, I served the following document:

- Proof of Claim with all Exhibits and Attachments

in the method or methods described below and if served via U.S. Mail, by placing copies of said documents in sealed envelopes and addressed as follows:

**Non-Filing Co-Debtor**  
ROBERT BUSBY  
1100 HILLCREST RD  
PENN VALLEY, PA 19072-1224

**Debtor**  
Robin Lynn Busby  
1100 HILLCREST RD  
PENN VALLEY, PA 19072

**Attorney**  
PAUL A.R. STEWART  
*Served Electronically*

**Trustee**  
WILLIAM C MILLER  
*Served Electronically*

I then placed said envelopes for collection and mailing at my employer's office following ordinary business practices, addressed to the parties so designated above.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 21, 2020, at Shoreview, Minnesota.

Signed: /s/ Heather Lockman

Bankruptcy Coordinator  
Ally Servicing LLC  
PO Box 130424  
Roseville, MN 55113  
800-495-1578  
Fax: 651-367-2005

In Re: Robin Lynn Busby  
Case No.: 20-10520 – Chapter: 13

Statement of Account regarding Vehicle

Creditor acct. no.:	XXXXXXXX2072		
Disposal date:	02/15/2017		
Charge off date:	03/07/2017		
Date opened:	12/17/2013		
Past due payments:		=	\$5,653.03
Unpaid charges and fees (taxes, parking tickets, insurance, repossession, storage, etc.)		+	\$1,195.57
Balance due:		=	<u>\$6,848.60</u>

\* Other Funds Received can include additional security deposit paid during the lease, payments already made for excess mileage or wear, or refunds received from cancelled optional insurance or maintenance agreements.

THIS IS AN AGREEMENT TO LEASE A VEHICLE. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to the terms on the front and back.

We, "Lessor," and "you" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

By signing this lease, you agree to the terms on the front and back. If you do not agree to the terms on the front and back, you may return this lease to Lessor.

**Monthly Payment Lease.** If your payment schedule shows monthly scheduled payments (Section 2b), you are in a monthly payment lease. If your payment schedule shows a scheduled payment at the end of the lease term, you are in a purchase option lease.

**The Vehicle You Are Leasing**

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2014	MC ACADIA		1GKVKTKD1E3110184	0/333	<input type="checkbox"/> Commercial, Business, or Agricultural <input type="checkbox"/> Public Conveyance

Dealer Installed Options: GVW (if truck)

**Federal Consumer Leasing Act Disclosures**

1. Amount Due at Lease Signing or Delivery (Itemized below): \$ 6725.00	2a. Monthly Scheduled Payments Your first monthly payment of \$ 528.22 is due on 17 OCT 2013, followed by 39 payments of \$ 528.22 due on the 17th of each month. The total of your monthly payments is \$ 20600.58 2b. Single Scheduled Payment Your single payment of \$ N/A is due on N/A. This is the total of your scheduled payments.	3. Other Charges (not part of your scheduled payment) Disposition fee (if you do not purchase the vehicle and we do not waive the fee under Section 13) \$ N/A Total \$ N/A	4. Total of Payments (The amount you will have paid by the end of the lease.) \$ 26707.36
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**Itemization of Amount Due at Lease Signing or Delivery**

5. Amount Due at Lease Signing or Delivery:	6. How the Amount Due at Lease Signing or Delivery will be paid:
a. Capitalized cost reduction \$ 5652.87	a. Net trade-in allowance \$ N/A
b. First monthly payment \$ 528.22	b. Rebates and noncash credits \$ 2225.00
c. Single scheduled payment \$ N/A	c. Amount to be paid in cash \$ 4500.00
d. Refundable security deposit \$ N/A	
e. Title fees \$ 22.50	
f. Registration fees \$ 76.90	
g. Sales/use tax \$ 313.61	
h. \$ 131.00	
i. N/A	
j. N/A	
k. Total \$ 6725.00	d. Total \$ 6725.00

**7. Your scheduled payment is determined as shown below:**

a. Gross capitalized cost. The agreed upon value of the vehicle (\$20650.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 51445.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost \$ 5652.87
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment \$ 45792.13
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment \$ 30083.20
e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term \$ 15708.93
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$ 3190.86
g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge \$ 18899.79
h. Lease payments. The number of payments in your lease + 39
i. Base scheduled payment \$ 484.61
j. Sales/use tax (estimated) \$ 43.61
k. N/A \$ N/A
l. Total scheduled payment \$ 528.22

**Early Termination.** You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

**8. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of \$ .25 per mile.

**9. Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ 32583.20 plus official fees and taxes.

**10. Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

**11. Itemization of Gross Capitalized Cost.**

a. Agreed upon value of the vehicle \$ 50850.00	16. Required Vehicle Insurance Information. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:
b. Ally administrative fee \$ 595.00	Insurance company name: SAA
c. License/registration/title fees \$ N/A	Insurance agency name: SAA DIRECT
d. Sales tax \$ N/A	Agency address: _____
e. Other tax (describe) N/A \$ N/A	Agency phone no: 8005318722
f. Optional service contract \$ N/A	Agents name: USAA DIRECT
g. Optional maintenance contract \$ N/A	Policy no: _____
h. Optional life insurance \$ N/A	Deductibles: Collision \$ _____ Comprehensive \$ _____
i. Optional disability insurance \$ N/A	<b>INSURANCE NOTICE:</b> Our liability insurance or self-insurance providing coverage or liability protection for third party liability claims arising out of the operation of the vehicle will not be primary. Liability insurance that you obtain will be primary.
j. N/A \$ N/A	
k. N/A \$ N/A	
l. Gross Capitalized Cost \$ 51445.00	

**12. Official Fees and Taxes.** You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease, payments due under the lease, or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

**Estimated Total Official Fees and Taxes You Must Pay During Lease.** \$ 2258.65

The actual total of official fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

**13. Disposition Fee Waiver.** We will waive any Disposition Fee shown in Section 3.1 at the time this lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to Ally.

**14. Lease Term.** 39 months.

**15. Total Allowed Mileage.** The total mileage allowed on the odometer at lease end is 48,750 miles.

**Extra Miles.** The total allowed mileage includes N/A extra miles that you are buying at \$ N/A per mile. If this lease ends on or after the start of the next-to-last monthly period, we will give you a credit for each unused extra mile you bought. There will be no credit if the lease ends earlier, you buy the vehicle, or the vehicle is a total loss.

**18. Optional Insurance, Service Contracts, and Maintenance Agreements.** We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term N/A Coverage limit \$ N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A N/A
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term N/A Monthly Coverage limit \$ N/A N/A - Months N/A Coverage limit \$ N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A N/A
N/A	N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A N/A

**Other Optional Product or Service**

N/A	Term	N/A - Months	N/A - Miles
N/A	Term	N/A - Months	N/A - Miles

**Signatures**

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of this vehicle. No oral changes are binding.

LESSEE: [Signature] BY: [Signature] CO-LESSEE: [Signature]

We may delay or refrain from enforcing any of our rights under this lease without losing them.

**NOTICE TO CONSUMER. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**

YOU AGREE TO THE TERMS OF THIS LEASE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

YOU CONFIRM THAT YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY. HEST CHESTER, PA ON 12/17/2013 (city) (state) (month) (day) (year)

LESSEE: [Signature] BY: [Signature] CO-LESSEE: [Signature]

Lessor agrees to the following: (1) Lessor accepts this lease (2) If a party is identified in this lease as the intended assignee ("intended assignee"), Lessor (i) assigns all right, title, and interest in this lease to the intended assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"), and (ii) assigns all right, title, and interest in the leased vehicle to the intended assignee, or its designee, under the terms of the Dealer Agreement. Lessor acknowledges that, under the Dealer Agreement, the assignment renders Lessor an agent of the assignee.

LESSOR: PAULKNER PORTAC-BUI BY: [Signature] TITLE: [Signature] DATE: 2/17/2013

**SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST**

**Authorization For Automatic Electronic Payments - Optional - Monthly Payment Lease Only**

You have the option to ask that your monthly payments be transferred to us automatically and electronically from your checking or savings account when each monthly payment is due. We do not charge for this optional service. If you elect this optional service, we will send you a confirmation letter that will tell you the due date of the first payment that will be withdrawn. If a due date falls on a weekend or holiday, funds will be withdrawn on the next business day. If the amount to be transferred will vary from the previous transfer, we will reflect the amount to be transferred on your statement.

To elect this optional service, please complete the authorization below.

Authorization

Name of your financial institution ("Bank") N/A

ABA routing number: N/A

Bank account number: N/A

☐ Checking account ☐ Savings account - Please contact your financial institution for assistance

Name(s) on account: N/A

You authorize and request us (Lessor, any assignee, and any service) to initiate electronic debit entries or use any other commercially reasonable accepted practice to charge your Bank account identified above. You authorize and request Bank to honor debit entries we initiate and debit these charges to your account. This authorization relates to your monthly lease payment. This authorization will remain in effect until all amounts related to the lease are paid in full, or until you cancel this authorization. To cancel, you must call us at 1-888-925-2552 at least three business days before the next payment due date. This is the only way you may cancel this authorization.

Lessee: X

Anyone else whose signature is required to withdraw funds from the Bank account: X

